

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOTION RECRUITMENT PARTNERS INC.		03/21/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FIFTH THIRD BANK, as Administrative Agent
<b>Street Address:</b>	222 S. Riverside Plaza, Suite 3000
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Banking Corporation: OHIO

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4143388	MOTION RECRUITMENT PARTNERS
Registration Number:	3883524	JOBSRING PARTNERS
Registration Number:	3883518	WORKBRIDGE ASSOCIATES
Registration Number:	3532763	SEVEN STEP RECRUITING
Registration Number:	4147632	TALENT IN ACTION
Registration Number:	4147633	WHERE PEOPLE MEET PERFORMANCE
Registration Number:	3887597	JOBSRING
Registration Number:	3887589	WORKBRIDGE
Registration Number:	3544890	CAREERHOLDINGS
Registration Number:	3599412	C. BRIDGES ASSOCIATES
Registration Number:	3535262	TECHIEGOLD

**CORRESPONDENCE DATA**

Fax Number: 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-939-8078  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5591.063
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/21/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of March 21, 2013, by MOTION RECRUITMENT PARTNERS INC., a Delaware corporation ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation in its capacity as Administrative Agent under the Credit Agreement described below ("Agent").

### W I T N E S S E T H

WHEREAS, Grantor (as successor-by-merger to MRP Merger Sub, Inc., a Delaware corporation), Agent and Lenders have entered into a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Agent and Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantor, certain affiliates of Grantor and Agent have entered into a certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the other Operative Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference

thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Agent and Lenders that:

a) except as otherwise disclosed or permitted in the Security Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

c) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing federally registered Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

5. Duties of Grantor. Grantor shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 6 shall be borne by Grantor.

6. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in

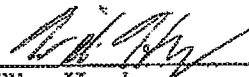
its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 7.

7. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied and the Security Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MOTION RECRUITMENT PARTNERS INC., a  
Delaware corporation .

By:   
Name: William Hausberg  
Its: Vice President, Assistant Secretary and Assistant  
Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004987 FRAME: 0533

Agreed and Accepted  
As of the Date First Written Above

FIFTH THIRD BANK

By: 

Name: Aaron Markos

Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004987 FRAME: 0534**

SCHEDULE 1

TRADEMARKS

Mark	Serial Number	Registration Number	Registration Date
MOTION RECRUITMENT PARTNERS	85099304	4143388	5/15/12
JOBSPRING PARTNERS	77672629	3883524	11/30/10
WORKBRIDGE ASSOCIATES	77668943	3883518	11/30/10
SEVEN STEP RECRUITING	77280959	3532763	11/11/08
TALENT IN ACTION	85258553	4147632	5/22/12
WHERE PEOPLE MEET PERFORMANCE	85258561	4147633	5/22/12
JOBSPRING	77821628	3887597	12/7/10
WORKBRIDGE	77820709	3887589	12/7/10
CAREERHOLDINGS	77395976	3544890	12/9/08
C. BRIDGES ASSOCIATES	77280962	3599412	3/31/09
TECHIEGOLD	77395986	3535262	11/18/08